



<b>Table of Contents</b>		
<b>Section</b>		<b>Page Number</b>
1	Background	3
2	Scope of Services	3
3	Additional Requirements	6
4	Term of Contract	7
5	Proposal Requirements	7
6	Changes to RFP	9
7	Submission of Proposals	9
8	Restrictions on Communication	11
9	Evaluation Criteria	12
10	Award of Contract and Reservation of Rights	12
11	Schedule of Events	14
<b>RFP Exhibits</b>		
RFP Exhibit 1	Insurance Requirements	15
RFP Exhibit 2	Indemnification Requirements	18
<b>RFP Attachments</b>		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A-1	General Information Form	20
Attachment A-2	Experience, Background, Qualifications	25
Attachment A-3	Proposed Plan	26
Attachment B	Discretionary Contracts Disclosure Form	28
Attachment C	Litigation Disclosure Form	29
Attachment D	Signature Page	30
Attachment E	Proposal Checklist	32

## 001 - BACKGROUND

The City of San Antonio, Center City Development Office (“City”) seeks proposals from qualified Respondents interested in providing the services as described in this RFP.

The City of San Antonio is the third fastest-growing city in America and the seventh largest U.S. city with a population of 1.4 million. There are approximately 12,000 full time city employees including fire and police personnel. The body of government consists of a mayor, ten city council districts representatives and a city manager with 36 supporting departments. More than 26 million people visit San Antonio each year.

The City is soliciting proposals from qualified companies for the development of a mobile phone application to assist in finding Downtown parking availability. The application will enable citizens and visitors the ability to locate available parking spaces in Downtown San Antonio. The application should be downloadable to smartphone mobile devices and compatible with Android and iPhone operating systems.

**This will be a no cost application for the City of San Antonio.**

## 002 - SCOPE OF SERVICE

The City of San Antonio’s expectations are:

a. Parkeon, the City of San Antonio’s on-street parking equipment operator, will provide access to their export engine to automatically export the required data to the application provider. This agreement and any charges will be between the app provider and Parkeon.

As a later phase of the project, the City of San Antonio will provide access to the data collected by CTR, the City’s off-street parking equipment operator. Currently, the City hosts this data on its servers and will develop an Application Programming Interface (API) to make the data available to the app. It is anticipated this phase will be initiated at some point in 2014. Although, not a current requirement of the app the developers will need to take into consideration this future phase.

b. There will be no cost to the City of San Antonio (COSA).

c. The application will provide availability of on-street parking and information will be available during parking meter hours Monday through Saturday 7am – 6pm.

d. The application will provide availability of off-street parking when the garages are open.

e. The data/information to the user will be updated every 5 minutes.

f. The application will be at no cost to the customer.

g. The information to the customer for on-street parking will be a heat map (green-parking available, yellow-limited parking available and red-no parking available).

h. Historical information from the application will be available to COSA at no cost.

i. An application information sticker may be placed on the Pay Station or Meter at no cost to the COSA.

This solicitation will apply to approximately 2,000 on-street parking spaces in downtown San Antonio. There are currently approximately 115 pay stations and the bulk of the remainder are single space meters. In general, the services to be performed are:

- a) development and testing of a mobile application that allows users to view real time parking availability in Downtown San Antonio,
- b) provide information about garage parking, including rates, hours, accepted payment types and the entry point of the lot, and
- c) provide historical information to the City of San Antonio.
- d) Development and Testing of a Mobile Application that Allows Users to View Real Time Parking Availability for City parking facilities (garages, lots, and on street parking)

The City of San Antonio requires proposers to offer a mobile application that allows users to view real time Parking availability.

**SPECIFICATIONS:**

- Capability to export data from Parkeon regarding availability of on street parking.
- Capability to provide that information to users during parking meter and garage hours via a mobile application.
- The application must be no cost to the customer or the City of San Antonio.
- The ability to refresh the data every five (5) minutes.
- The information will be provided via a heat map (green-parking available, yellow-limited parking available and red-no parking available).
- The ability to expand the system as the parking system expands.

**OPTIONAL FEATURES:**

- Recommendations for parking based on the location that the user wishes to visit.
- Provide information about garage parking, including rates, hours, accepted payment types and the entry point of the lot
  - The City of San Antonio desires that proposers provide this information to enable the user to make a decision regarding which type of parking is available to them.
- Provide historical information to the City of San Antonio
  - The City of San Antonio desires that proposers offer the ability for the City of San Antonio to analyze usage and assess capabilities for various users.

**FUNCTIONAL REQUIREMENTS:**

<b>Req. #</b>	<b>Requirement Description</b>	<b>Required Response</b>
001	System Concept and Solution	Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Service and any additional information you deem necessary to evaluate your proposal
002	Program	<p>Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:</p> <ol style="list-style-type: none"> <li>1) A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final task.</li> <li>2) The technical factors that will be considered in section above, and the depth to which each will be treated.</li> <li>3) The degree of definition provided in each technical element of your plan.</li> <li>4) The points at which written, deliverable reports will be provided.</li> <li>5) A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).</li> </ol>
003	Project Management Structure	Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
004	Delivery Timeframe/Schedule	The City of San Antonio requires that the Mobile Phone Application for Downtown Parking be ready for use by consumers on or before December 31, 2013. Include the delivery/timeframe schedule for the Mobile Phone Application in your proposal response. Please take into consideration the City is anticipating a contract be put into place in October, so the successful Proposer will have approximately 12 weeks to develop, test, and implement the application. If this is not a sufficient amount of time, please outline the timeframe needed. Favorable consideration will be made to Proposals which include an application that is completely functional and offers the City the most advantageous timeframe.

### 003 - ADDITIONAL REQUIREMENTS

#### Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

**004 - TERM OF CONTRACT**

A contract awarded in response to this RFP will be for a 12 month period. The City shall have the option to extend for up to 3, additional 12-month periods.

**005 - PROPOSAL REQUIREMENTS**

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit one original, signed in ink and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

## TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment B which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureform.pdf>

Instructions for completing the Discretionary Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Submit a copy of Respondent's most recent Dun & Bradstreet financial report.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment D. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment E.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

### **006 - CHANGES TO RFP**

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

### **007 - SUBMISSION OF PROPOSAL**

Proposals may be submitted electronically through the portal or in hard copy format.

#### Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "Mobile Parking App" on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on Friday, October 4, 2013 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Finance Department-Purchasing Division  
Attn: RFP Mobile Parking App  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

Finance Department-Purchasing Division  
Attn: Mobile Parking App  
111 Soledad Street, Suite 1100  
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFP Attachment A – Respondent Questionnaire form may not exceed forty (40) pages in length. Websites, or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 005, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity.

These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Center City Development Office shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

### **008 - RESTRICTIONS ON COMMUNICATION**

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m.**, Local Time, on **Wednesday September 25, 2013**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

**Patricia Cavazos, Procurement Specialist III**  
**City of San Antonio, Finance Department/Purchasing Division**  
**patricia.cavazos@sanantonio.gov**

Questions submitted and the City's responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

### **009 - EVALUATION OF CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

Demonstrated Applicable Experience, Background, Qualifications (30 points)

Proposed Plan (55 points):

System Concept and Solutions Proposed (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.)

Delivery/Timeframe Schedule (15 points)

### **010 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

### 01 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	Monday, September 16, 2013
Final Questions Accepted	Wednesday, September 25, 2013 at 2:00 pm CT
Proposal Due	Friday, October 4, 2013, 2013 at 2:00 pm CT

**012 - RFP EXHIBITS**

**RFP EXHIBIT 1**

**INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

**INSURANCE**

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Center City Development Office, which shall be clearly labeled "Mobile Parking App" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Center City Development Office. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations  d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage          f. \$100,000
5. Professional Liability [Technology E&O] (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names Respondent and City as additional insureds. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio  
 Attn: Center City Development Office  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Respondent and any subcontractors are responsible for all damage to their own equipment and/or property.

## RFP EXHIBIT 2

### INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

#### INDEMNIFICATION

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any

of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

**013 - RFP ATTACHMENTS**

**RFP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

- 1. Respondent Information:** Provide the following information regarding the Respondent.  
 (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Respondent.

- Individual or Sole Proprietorship  
 If checked, list Assumed Name, if any: \_\_\_\_\_
- Partnership
- Corporation  
 If checked, check one:  For-Profit  Nonprofit
- Also, check one:  Domestic  Foreign
- Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

---

---

---

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

---

---

---

List Related Companies:

---

---

---

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

- 3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

- 4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

---

5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

---

---

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited? Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

---

---

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

---

---

**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

---

---

**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?  
Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?  
Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?  
Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

---

---

## REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

## **RFP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

- 1) Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
- 2) Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
- 3) List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
- 4) If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
- 5) Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
- 6) State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
- 7) Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

**RFP ATTACHMENT A, PART THREE**

**PROPOSED PLAN**

To ensure that a proposed solution is thoroughly represented, Respondents should provide responses to each requirement. Proposals should include anticipated timeframes and proposed formats and/or solutions for each requirement listed below. Where applicable, Respondents should provide examples of work illustrating each requirement or feature. If no pre-existing examples of work are available, Respondent should provide mock-ups or architecture drawings for proposed solutions.

Table of Functional Requirements

<b>Req. #</b>	<b>Requirement Description</b>	<b>Required Response</b>
001	System Concept and Solution	Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal
002	Program	Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:  i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.  ii. The technical factors that will be considered in section above, and the depth to which each will be treated.  iii. The degree of definition provided in each technical element of your plan.  iv. The points at which written, deliverable reports will be provided.  v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
003	Project Management Structure	Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
004	Delivery Timeframe/Schedule	The City of San Antonio requires that the Mobile Phone Application for Downtown Parking be ready for use by consumers on or before December 31, 2013. Include the delivery/timeframe schedule for the Mobile Phone Application in your proposal response. Please take into consideration the City is anticipating a contract be put into place in October, so the successful Proposer will have approximately 12 weeks to develop, test, and implement the application. If this is not a sufficient amount of time, please outline the timeframe needed. Favorable consideration will be made to Proposals which

<b>Req. #</b>	<b>Requirement Description</b>	<b>Required Response</b>
		include an application that is completely functional and offers the City the most advantageous timeframe.

Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

**RFP ATTACHMENT B**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at

<https://www.sanantonio.gov/efrms/atty/ContractsDisclosureform.pdf>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**RFP ATTACHMENT C**  
**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_ No \_\_\_

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

**RFP ATTACHMENT D**

**SIGNATURE PAGE**

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RFP ATTACHMENT E**  
**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Contracts Disclosure form RFP Attachment B	
Litigation Disclosure RFP Attachment C	
Proof of Insurability (See RFP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page RFP Attachment D	
Proposal Checklist RFP Attachment E	
One (1) Original, and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.